(3) (4)

Nos. 85-1239, 85-1406

Supreme Court, U.S.
FILED
MAR 3 1985
JOSEPH F. SPANIOL, JR.
CLERK

In The

Supreme Court of the United States

October Term, 1985

ARCO ALASKA, INC.; AMOCO PRODUCTION COMPANY; et al.,

Petitioners,

v.

PEOPLE OF THE VILLAGE OF GAMBELL; et al.,

Respondents.

DONALD P. HODEL, Secretary of the Interior; and UNITED STATES DEPARTMENT OF THE INTERIOR,

Petitioners,

v.

PEOPLE OF THE VILLAGE OF GAMBELL; et al.,

Respondents.

On Writ of Certiorari to the United States Court of Appeals for the Ninth Circuit

BRIEF OF RESOURCE DEVELOPMENT COUNCIL FOR ALASKA, INC., AND THE ALASKA SUPPORT INDUSTRY ALLIANCE IN SUPPORT OF PETITIONERS, SECRETARY OF THE INTERIOR, ET AL.

Of Counsel
FRED A. SLIMP II
Pacific Legal Foundation
555 Capitol Mall, Suite 350
Sacramento, California 95814
Telephone: (916) 444-0154

RONALD A. ZUMBRUN
ROBIN L. RIVETT
COUNSEL OF RECORD
Pacific Legal Foundation
555 Capitol Mall, Suite 350
Sacramento, California 95814
Telephone: (916) 444-0154
Attorneys for Amici Curiae

COCKLE LAW BRIEF PRINTING CO., (800) 835-7427 Ext. 333

15pp

TABLE OF CONTENTS

	Pages
TABLE OF AUTHORITIES CITED	ii
MOTION FOR LEAVE TO FILE BRIEF AMICUS CURIAE OF RESOURCE DEVELOPMENT COUNCIL FOR ALASKA, INC., AND THE ALASKA SUPPORT INDUSTRY ALLIANCE IN SUPPORT OF PETITIONERS, SECRETARY OF THE INTERIOR, ET AL.	1
BRIEF AMICUS CURIAE OF RESOURCE DEVELOPMENT COUNCIL FOR ALASKA, INC., AND ALASKA SUPPORT INDUSTRY ALLIANCE IN SUPPORT OF PETITIONERS, SECRETARY OF THE INTERIOR, ET AL.	5
INTEREST OF AMICI	6
OPINION BELOW	7
STATEMENT OF THE CASE	8
SUMMARY OF ARGUMENT	8
ARGUMENT	9
LEGISLATIVE HISTORY CLEARLY ESTABLISHES THAT CONGRESS HAS NOT CHOSEN TO PREFER SUBSISTENCE USE INTERESTS OVER REASONABLE OCS DEVELOPMENT	9
CONCLUSION	11

TABLE OF AUTHORITIES CITED

Pages

Cases

People of the Village of Gambell v. Clark, 746 F.2d 572 (9th Cir. 1984) 10, 11

Secretary of the Interior v. California, 464 U.S. 312 (1984) 8

Tennessee Valley Authority v. Hill, 437 U.S. 153 (1978) 9

Weinberger v. Romero-Barcelo, 456 U.S. 305 (1982) 8, 9

Statutes

Alaska National Interest Lands Conservation Act, Section 810, 16 U.S.C. § 3120 ..... 6, 8, 11

Section 810(a), 16 U.S.C. § 3120(a) 10-12

Outer Continental Shelf Lands Act Amendments of 1978, 43 U.S.C. § 1331, *et seq.* 8

Rules and Regulations

Supreme Court Rule No. 36 1

Miscellaneous

126 Cong. Rec. 29,279 (1980) 11

S. Rep. No. 413, 96th Cong., 2nd Sess. 5, reprinted in 1980 U.S. Code Cong. & Ad. News 5070 10

5178 11

Nos. 85-1239, 85-1406

In The

Supreme Court of the United States

October Term, 1985

ARCO ALASKA, INC.; AMOCO PRODUCTION COMPANY; et al.,

Petitioners,

v.

PEOPLE OF THE VILLAGE OF GAMBELL; et al.,

Respondents.

DONALD P. HODEL, Secretary of the Interior; and UNITED STATES DEPARTMENT OF THE INTERIOR,

Petitioners,

v.

PEOPLE OF THE VILLAGE OF GAMBELL; et al.,

Respondents.

On Writ of Certiorari to the United States Court of Appeals for the Ninth Circuit

MOTION FOR LEAVE TO FILE BRIEF AMICUS CURIAE OF RESOURCE DEVELOPMENT COUNCIL FOR ALASKA, INC., AND THE ALASKA SUPPORT INDUSTRY ALLIANCE IN SUPPORT OF PETITIONERS, SECRETARY OF THE INTERIOR, ET AL.

This motion of Resource Development Council for Alaska, Inc. (RDC), and Alaska Support Industry Alliance (ASIA) to file the annexed brief amicus curiae is respectfully made pursuant to Supreme Court Rule No. 36. All parties have given their oral consent to this amicus

curiae brief. However, due to the insufficient time to physically procure the parties' individual written consents and still comply with the parties' intended briefing schedule, the applicants herein have not been able to lodge the parties' consents with the Clerk of the Court, and proceed instead by way of motion for leave to file the annexed amicus brief. As soon as the parties' written consents have been obtained, applicants, Resource Development Council for Alaska, Inc., and Alaska Support Industry Alliance, will lodge them with the Clerk of this Court.

Resource Development Council for Alaska, Inc., is a nonprofit corporation composed of some 10,000 members. Membership includes people in government, education, business (both management and labor), and many from various other segments of the private sector. RDC is dedicated to creating a broad-based, diversified, and stable economy for Alaska. It advocates developing Alaska's resources in an orderly manner, creating long-term, stable employment improving living standards. and reducing living costs for Alaskans. RDC supports reasonable and necessary environmental protection of Alaska's priceless fish, waterfowl, and marine mammal resources.

Alaska Support Industry Alliance is an association of some 200 employers doing business in Alaska. Membership provides equipment, supplies, and services to the state's oil, gas, and mining industries. The membership is extremely broad, representing engineering companies and constructors, architects, attorneys, oil well loggers,

and drilling firms. Also included are caterers, transportation companies, equipment vendors, and diving firms. ASIA has union and nonunion employers, with all sizes of employers represented. The unifying focus of ASIA is an awareness of the critical role of the state's oil and gas industry for the social and economic fabric of Alaska. ASIA fully supports reasonable environmental regulation of petroleum resource development activities.

The issues posed by the petitions for writ of certiorari in this case are of national significance, exceeding even the interests of parties from Alaska where this controversy originated. The proper role of federal courts in enforcing environmental statutes, the proper interpretation of those statutes, and the correct judicial construction of congressional intent in the enactment of such statutes are issues that reach beyond the confines of the State of Alaska. Nevertheless, amici are directly affected by such questions in a particularly direct manner. Their experience with the results of the statutory construction and interpretation that necessitate the petition in this case forms a unique public interest perspective that is well-suited to providing the Court with additional argument. Amici, Resource Development Council for Alaska, Inc., and the Alaska Support Industry Alliance, have concluded that, because of the national significance of these issues, the present parties cannot adequately represent the interest of the broader public while at the same time representing their own particularized positions.

For the foregoing reasons, Resource Development Council for Alaska, Inc., and the Alaska Support Industry Alliance request that this motion to file the annexed brief amicus curiae be granted.

DATED: March 4, 1986.

Respectfully submitted,

RONALD A. ZUMBRUN
ROBIN L. RIVETT
COUNSEL OF RECORD

By _____
Robin L. Rivett
Pacific Legal Foundation
555 Capitol Mall, Suite 350
Sacramento, California 95814
Telephone: (916) 444-0154

Attorneys for Amici Curiae

Of Counsel

FRED A. SLIMP II
Pacific Legal Foundation
555 Capitol Mall, Suite 350
Sacramento, California 95814
Telephone: (916) 444-0154

Nos. 85-1239, 85-1406

In The
Supreme Court of the United States
October Term, 1985

ARCO ALASKA, INC.; AMOCO PRODUCTION COMPANY; et al.,
Petitioners,

v.

PEOPLE OF THE VILLAGE OF GAMBELL; et al.,
Respondents.

DONALD P. HODEL, Secretary of the Interior; and UNITED STATES DEPARTMENT OF THE INTERIOR,
Petitioners,

v.

PEOPLE OF THE VILLAGE OF GAMBELL; et al.,
Respondents.

On Writ of Certiorari to the United States Court of Appeals for the Ninth Circuit

BRIEF AMICUS CURIAE OF RESOURCE DEVELOPMENT COUNCIL FOR ALASKA, INC., AND ALASKA SUPPORT INDUSTRY ALLIANCE IN SUPPORT OF PETITIONERS, SECRETARY OF THE INTERIOR, ET AL.

INTEREST OF AMICI

As initially set out in Resource Development Council for Alaska, Inc. (RDC), and Alaska Support Industry Alliance's (ASIA) preceding motion for leave to file this brief, RDC and ASIA are organizations which represent a broad spectrum of the public vitally interested in the fair and accurate interpretation of the environmental and conservation statutes that guide the exploration for and development of Alaska's vast offshore petroleum energy resources. RDC and ASIA represent individuals and organizations, both private and governmental, whose economic survival will be, and is now being, severely and negatively impacted by erroneous legal rules and statutory constructions emanating from the United States Court of Appeals for the Ninth Circuit's decision in this and related cases.

The Ninth Circuit's announced rule of a *per se* requirement of injunctive relief upon a *prima facie* showing of violation of an environmental or conservation statute has operated to unreasonably restrict the opportunities of RDC and ASIA's members to pursue their livelihoods and count upon stable sources of income. By unnecessarily shutting down the enormously expensive process of outer continental shelf (OCS) development and rendering that process even more uncertain, this unprecedented departure from traditional equity principles has cost untold amounts in lost employment and economic opportunity for Alaskans and other Americans.

The Ninth Circuit's construction of Section 810 of the Alaska National Interest Lands Conservation Act (ANILCA), 16 U.S.C. § 3120, has the capacity for producing the same negative effects on the Alaska and national economies. By requiring the Secretary of the Interior to

attempt to evaluate effects of OCS exploration and development or production at a time in the leasing process when such effects are uncertain and speculative at best, the Ninth Circuit's decision in this case casts a completely unnecessary cloud on the legitimate pursuit of environmentally sensitive OCS development activities. The result is the unwarranted waste of time and pointless duplication of regulatory processes.

Finally, the Ninth Circuit's decision in this case has ignored legislative history and thereby subverted congressional intent regarding expeditious OCS inventorying and development. RDC and ASIA represent individuals and organizations engaged in such inventorying and development who have been deprived of the ability to do so efficiently and economically. The Ninth Circuit has attempted to redefine the public and national interest in a manner unintended by Congress and clearly harmful to amici's interest in their members' ability to pursue their livelihood. Amici in this case are in the position of representing all parties who ask that the courts respect the policy choices of our national representatives.

OPINION BELOW

The opinion of the United States Court of Appeals for the Ninth Circuit is reported at 774 F.2d 1414 (9th Cir. 1985).

D. *Materials*—$2,500,000

At this date all materials have been ordered for the 1985 drilling program. This dollar amount represents an assumed 20% restocking fee for approximately $12,300,000 worth of total materials which have been purchased. Since all materials will soon be enroute to the Navarin Basin area, shipping charges have been incurred, but have not been included in this amount.

E. *Other*—$500,000

Consultants have been hired, satellite communications systems have been leased and a significant amount of company manpower has already been committed to the 1985 drilling program.

Total—$35,000,000

This figure represents the amount of financial burden Amoco will bear in the event that the 1985 drilling program is cancelled on or before June 1. The amount will increase substantially after June 1, 1985, as we actually commence operations in the area.

Amoco, as operator for itself and other interest owners, expects to spend at least $75 million in the 1985 exploratory drilling program for the Navarin Basin. An extensive effort has been made by Amoco and other operators to ensure that the impact on the environment from the exploratory drilling in the Navarin will be mitigated.

7. The practical result of any delay from an injunction preventing exploratory activity during any portion of the 1985 drilling season, would be twofold. First, due to the relatively short drilling season, it could likely preclude any exploratory drilling activity during the 1985 drilling season, even if an injunction was entered for only a few months. Secondly, an injunction resulting in delay would

be financially significant to Amoco as virtually all equipment is standing by and ready to be mobilized in May, 1985, to commence drilling activity in June, 1985.

8. A complete prohibition of the 1985 exploratory drilling season would cost Amoco and its partners a minimum of $35,000,000; most, if not all, of this would be unrecoverable in this or subsequent years, as they are based on contractual terms for the 1985 drilling season *only*. It is most certainly too late to mobilize this specialized Navarin array of equipment for use in other areas of the world. With such a significant loss, Amoco's potential future commitment to exploration in this area may be drastically reduced.

D. AMOCO'S SEISMIC ACTIVITY DURING 1985

9. Amoco will not conduct "shallow hazard" or "deep" seismic activity during the 1985 drilling season on the tracts leased in OCS Sale 83.

E. OIL SPILL CONTINGENCY PLAN

Attached hereto as Exhibit "A" is a brief summary of Amoco's Navarin Basin Oil Spill Contingency Plan and Response Equipment Summary. The complete Oil Spill Contingency Plan is covered in a 286 page document prepared specifically for Amoco's operations in the Navarin Basin. It has been previously submitted to the Mineral's Management Service as part of the overall regulatory approval process.

F. HARM TO THE NATION

10. The day when industry will be able to produce petroleum from the Sale 83 area recedes further into the future when exploratory drilling operations are delayed. Reserves located within the Sale 83 area are estimated by the Minerals Management Service to be in excess of 1.2

billion barrels of oil and 7.7 trillion cubic feet of natural gas (unrisked mean estimates). This compares to total U.S. proven Reserves, as of December 31, 1983, of 27.7 billion barrels of oil and 200 trillion cubic feet of natural gas. It should be apparent that the nation has a compelling interest in the expeditious development of these valuable energy resources.

/s/ R. J. CRISWELL
R. J. Criswell

STATE OF COLORADO)
CITY & COUNTY OF DENVER) ss.

The foregoing instrument was acknowledged before me this 7th day of May, 1985, by R. J. CRISWELL.

WITNESS my hand and offical seal.

/s/ GERILYN MARI
Gerilyn Mari
Notary Public

My Commission expires:
August 27, 1986
1670 Broadway
Denver, CO 8020

EXHIBIT A

AMOCO PRODUCTION COMPANY
NAVARIN BASIN OCS SALE 83 AREA
SUMMARY OF OIL SPILL CONTINGENCY
PLAN AND RESPONSE EQUIPMENT

The Oil Spill Contingency Plan for Amoco Exploration Operations in the Central Bering Sea (OCS Lease Sale Area No. 83) is designed to assist Amoco personnel and contractors in responding rapidly and effectively to oil spills that may result from the exploration and fuel transfer operations on the drilling rigs and vessels operating within the area. Two drilling rigs will be operating simultaneously in the Navarin Basin and will be refueled and resupplied from a tanker and wareship. A total of four supply boats will be used to transfer the fuel and supplies to the drilling rigs. In addition, a standby vessel (picket boat) will be stationed full time at each drilling rig for use in the event of emergencies (e.g., oil spills, evacuation, etc.).

The Amoco Spill plan complies with regulations of the U.S. Minerals Management Service (MMS) for exploration and development of the Outer Continental Shelf (OCS), Part 251 of Title 30 of the Code of Federal Regulations effective June 16, 1983, which incorporates OCS orders by reference. The Amoco Oil Spill Contingency Plan contains the following:

a. Provisions to assure that full resource capability is known and can be committed during an oil spill, including the identification and inventory of applicable equipment, materials, and supplies which are available locally and regionally, both committed and uncommitted, and the time required for deployment of the equipment.

b. Provisions for various degrees of response effort depending on the severity of the spill.
c. Provision for identifying and protecting areas of special biological sensitivity.
d. Establishment of procedures for the purpose of early detection and timely notification of an oil spill.
e. Provisions for well-defined and specific actions to be taken after discovery and notification of an oil spill, including:
   (1) Specification of an oil spill response operating team consisting of trained, prepared, and available operating personnel.
   (2) Predesignation of an oil spill response coordinator who is charged with the responsibility of and delegated commensurate authority of directing and coordinating response operations.
   (3) A preplanned location for an oil spill response operations center and a reliable communications system for directing the coordinated overall response operations.

Amoco's spill plan considers spill frequency and probable spill trajectories, includes the use of state-of-the-art equipment, and provides an on-site trained team for spill response, as well as a major spill response team of experts in their respective fields for complete and efficient spill cleanup.

Amoco has invested approximately $50,000 in the development of the Oil Spill Contingency Plan and has also contracted for development of a $50,000 Navarin Basin Oil Spill Training Program specific to the 1985 drilling program. Actual drills will be conducted by Amoco, and the boat and rig contractor personnel, with leased equipment dedicated to our drilling program. Leased equipment costs are estimated at $500,000 for the 6 month

program. Additional spill response equipment valued at approximately $500,000 is warehoused at Dutch Harbor. This equipment is owned by an industry cooperative, Alaska Clean Seas, of which Amoco is a member. This oil spill cleanup equipment is also available for Amoco's use in the event of a major oil spill.

AFFIDAVIT OF JOSEPH G. JORGENSEN

RE: PEOPLE OF GAMBELL

v.

HODEL (9TH CIR. NO. 85-3877)

I, Joseph G. Jorgensen, am a professor of comparative culture and social science at the University of California, Irvine. I earned my Ph.D. degree in anthropology and linguistics at Indiana University in 1964 and subsequently held positions at Antioch College, the University of Oregon, and the University of Michigan. At the Universities of Oregon, Michigan, and California I have been responsible for the field methodology and statistics training of all graduate students within my departments, and for teaching the substantive and theoretical courses dealing with American Indians and Eskimos, past and present. My current rank is Professor, Step VII. I have directed more than 25 Ph.D. dissertations based on field research among American Indian and Eskimo societies.

Before entering graduate school in anthropology I was employed for two years in several different capacities by the Uintah and Ouray Ute Indian Tribe of eastern Utah. I conducted field research on contemporary Ute economics, social organization, political organization, and religious movements while a graduate student, and wrote my dissertation on Ute history and modern culture, demonstrating the political and economic causes of changes to reservation Ute life. Since completion of the dissertation over two decades ago I have conducted field research among three Ute societies, two Shoshone societies, the Crow Indians, the Soboba Indians, Unalakleet Eskimos, Gambell Eskimos, Canadian Arctic Eskimos, and briefly with several other Eskimo societies, Aleutian societies, American Indian societies, and rural American Anglo and Chicano societies. A large portion of my most recent field

research, particularly that in which I have engaged during the past decade, has focused on the consequences to western American Indians from energy extraction and production projects conducted on their reservations, or near to them (see Jorgensen et al 1978, Jorgensen ed. 1984). My research publications include a book on a religious movement among the Utes and Shoshones and the factors which provoked and sustain it (1972) (the book received the C. Wright Mills Award for 1973 and a Pulitizer nomination), a book on the comparative analysis of Salishan language, environment, and culture (1969), and a book comparing the environments, languages, and cultures of 172 western American Indian societies (1980).

I am a John Simon Guggenheim Fellow (1975), a member of the Executive Board of Directors of the Human Relations Area Files, Inc. (Yale), a former Director (Dean) of the Program in Comparative Culture, a former Chair of the Department of Anthropology, University of Michigan, a member of the Executive Board of Directors of the Anthropology Resource Center (Boston), a former member of two committees of the National Academy of Sciences (one dealing with soils, another with mining and reclamation, on both my expertise focused on social consequences to Indians from contemplated extraction programs), the recipient of several grants from the National Science Foundation, the National Institutes of Health, the Wenner-Gren Foundation, and the American Philosphical Society, an associate editor on several academic journals, and I delivered the Fort Lectures (1980), the M. Crawford Lectures (1980), and the Leigh Lecture at the Diamond Jubilee of the Study of Anthropology in Utah (1982). I was the architect and principal social science consultant to the multi-disciplinary, National Science Foundation-sponsored (RANN division) Lake Powell Research Project (1971-5), and the principal

social science consultant to the Northern Cheyenne Research Project (1975-8). Both of those projects addressed the question of the relations between Indian societies and the naturally-occuring resources on which, and among which they lived, and the social and cultural consequences to Indians in both places from energy developments.

In 1981 I was invited by the Minerals Management Service's Socio-Economic Studies Program (then the Bureau of Land Management) to assist a contractor (Louis Berger and Associates) to analyze the probable consequences to Eskimo villages if they were to become principal or secondary staging areas for oil drilling and pumping operations. The intention of the contractor and MMS was to use my knowledge of the consequences to American Indians from energy developments to assist in forecasting the consequences to Alaskan Native villages from various involvements with oil extraction and transportation. I conducted field research in Alaska and in the Canadian administrative and oil staging towns of Inuvik and Tuktoyuktuk during 1981 and prepared a set of scenarios, treated as postulates, that could forecast changes to subsistence, economic, political, social, and religious life in Alaska Native villages depending on their involvement with OCS oil operations.

Other research assignments among Eskimo villages followed. I orchestrated MMS's social indicators project, a study of four NANA (Northwest Alaska Native Association) and four APIA (Aleutian-Pribilof Island Association) villages in which we empirically developed a panel of 47 indicators (variables) that are sensitive to changes occuring in village life, including subsistence, economics, household-family organization, political organization, demography, and village institutions (Jorgensen, McCleary, and McNabb 1985). In 1982 I consulted MMS's socio-economic analysis and update of Norton Sound, and in that year I also assumed the role of principal investi-

gator in MMS's harvest disruption project. The project comprised three study areas, St. Lawrence Island, Norton Sound, and the Beaufort-Chukchi Sea. My associates and I focused our temporal and field research on the villages of Gambell and Savoonga (St. Lawrence Island), Unalakleet (Norton Sound, for which I also had principal field research responsibilities), and Wainwright (Chukchi Sea). This research was intended by MMS to answer questions heretofore unanswered about the amounts of naturally-occurring, renewable resources harvested and put to use annually by the residents of each village, and to demonstrate the relations among the harvests of naturally-occurring, renewable resources and Eskimo culture, particularly the economic, kinship, and religious organizations, and the values, that is, significant symbols, attached to naturally-occurring resources by villagers. Our research teams spent between six months and one year in the several villages, and follow-up trips to the villages continue to the present. Published research documents from the projects are available through MMS (Jorgensen and Maxwell 1984; Little and Robbins 1984; Luton 1985). I am currently finishing, under contract with MMS, a comparative analysis of the relations among naturally-occurring resources, subsistence, and culture for the three villages. In 1984 I was invited to testify at the Round Table Sessions of the Inuit Circumpolar Conference's hearings on the Alaska Native Claims Settlement Act. I delivered the discussion piece on consequences to Native Americans from Federal laws.

I was contacted by James A. Bamberger, Esq., Alaska Legal Services Corporation, to read the "Hold Harmless" agreement filed by the federal government and the oil companies re Gambell v. Hodel and respond as to whether that agreement has any substantive relation to the accurate definition of, valid empirical assessment of, and protec-

tion of the subsistence way of life of natives in Bering Sea and Norton Sound villages. Inasmuch as I have spent the better part of the past three years analyzing these exact questions in detail as they pertain to the villages of Unalakleet and Gambell (and Wainwright), I recognize the importance and the severity of the question.

The National Environmental Policy Act of 1969, as revised to 1978, requires that state-of-the-art analyses be applied to the abiotic, biotic, and social environment, and to the relations among them that may be significantly affected by an alteration to the enviroment planned by man. Our investigations of Gambell and Unalakleet sought to provide state-of-the-art analyses, that is, logically correct, empirically warranted analyses of the relations among environment, man, and culture in those Bering Sea-Norton Sound villages. Our data and analyses appear in the MMS publications referred to above. Neither the data nor the analysis which our research teams present support the invalid logic, *non sequitur*, and serious omissions in the "Hold Harmless" agreement which threaten native subsistence life, hence native culture, in the villages of Bering Sea-Norton Sound.

The "Hold Harmless" agreement poses a dangerous threat to the subsistence ways of life practiced by the residents of the Bering Sea, from Unalakleet on the east to Gambell on the West. The former gain their subsistence livelihood as well as their principal source of cash from salmon, herring, and roe-on-kelp. The latter gain their subsistence livelihood as well as their principal source of cash from walrus and walrus by-products. Natives in both communities and everywhere else in the Bering Sea region are closely articulated with sea mammals, and their relations to sea mammals are central to their relations with the environment and to their definitions of themselves as hunters, as Eskimos. Gambell natives, and their relatives

in the sister village of Savoonga, are organized into patriclans whose members share the bag and quarry from hunting, fishing, and collecting trips—resources moving from those who were successful to those who were not through explicit networks of kinspeople. Beyond the patriclans which link persons from several households within villages and between Savoonga and Gambell, resources are shared with the elderly and with friends as the exigencies of the moment dictate. To be a successful extractor, and to share the fruits of the endeavor are crucial to being an Eskimo in Gambell, Unalakleet, and all other native villages in which I have worked.

At Unalakleet persons and families are not organized into patriclans, but the equivalent is the large, bilateral extended family whose members reside in several households but who coalesce to hunt, fish, and collect naturally-occurring, renewable resources. Those resources are shared throughout the family and with affines (in-laws) in the village and beyond. The elderly residents of the village are always remembered and provided with food for their tables. In turn, the unfortunate hunter, even the unfortunate village can expect to receive resources from relatives of affines in distant villages when extracting ventures have been unsuccessful, or when weather, ice conditions, or other natural but irregular problems affect the availability and harvests of natural resources.

At Gambell and Unalakleet, indeed, all villages of the Bering Sea-Norton Sound region, harvests of naturally-occurring resources are unpredictable from season to season and year to year. The variability in quantity and quality of resources is so marked within and between seasons and from year to year that we began to focus our research on how natives in Gambell and Unalakleet adjusted to fluctuating resources. We sought to know how and when secondary, or unpreferred resources were sought, and when and why kinship or friendship networks

were invoked to receive or to give food. It was evident that "low" levels of disruptions to the harvests of naturally-occurring, renewable resources were ubiquitous, the norm. Everyday adjustments were made to these disruptions by eating non-preferred foods, or foods provided by family and friends from those families' stored supplies.

Disruptions to the harvests of naturally-occurring resources to an entire village is a much different issue from disruptions to the harvests of a family, even though one family's misfortune affects many other families. For example, weather and ice conditions can reduce resource availability below the levels of a previous year, and can also reduce the distribution of the resources, as well as the seasonal span in which they occur. They may restrict access to resources by impeding or preventing travel, and they may cause spoilage to food already harvested. Late spring ice break-up in Norton Sound and still later break-up of the Yukon negatively influences seal and bearded seal hunting for all Unalakleet, Shaktoolik, Golovin, and White Mountain hunters, whereas early spring break-up negatively influences the harvests of greens, birds, roe-on-kelp, and herring. Both early and late spring break-ups occur often enough so that they are regarded as normal conditions by villagers.

At Gambell early break-up, coupled with stormy weather, high seas, or dense fog, can severely influence harvests of whales and walrus. Both may migrate past the village during conditions when they cannot be hunted persistently and vigorously. If, moreover, there is no drift ice or pack ice onto which walrus and seals can haul-out, even these populations migrate beyond the reach of St. Lawrence Island hunters. Inasmuch as St. Lawrence Island hunters are much more dependent upon sea mammals than are the villagers of Norton Sound, and because St. Lawrence Islanders have many fewer secondary and tertiary resources which can be extracted when harvests of

their staples are interrupted, the subsistence problems for villagers in Gambell, and their sister village Savoonga, become dire so soon as harvests of sea mammals are interrupted for a single spring season. In such instances, as occurred at Savoonga in 1982, villagers share their preserved and stored foods, and lean heavily on patriclan assistance networks in Gambell and Nome. Patriclan leaders, exercising their authority, collected the sea mammals which had been bagged by their clansmen, and redistributed them, so that all clan members gained their share. It made no difference whether the clan leaders resided in Gambell, Savoonga, or even Nome. They collected and redistributed the animals harvested by Gambell hunters.

The 1982 subsistence year at Unalakleet was provident, yet the Yukon River villages experienced disastrous salmon catches because of extremely high run-off (carrying debris which destroyed or fouled nets, made it difficult to place nets, etc.). As a consequence, Unalakleet families in which members were married to persons from the Yukon River villages sent large quantities of food to their affines in those villages. Those resources, of course, were redistributed.

The preceding examples, although brief, demonstrate how Bering Sea-Norton Sound subsistence economies are organized, and in particular how sharing operates to move subsistence resources from successful hunters to unsuccessful ones. The patriclan organization of St. Lawrence Island is the basis of the subsistence economy, economic organization, and social organization, and instrumental in the political and religious organizations. The prestige that accrues to household and clan leaders is through successful leadership in the extraction of naturally-occurring resources, and through fair redistribution, that is centralized collection and subsequent sharing of those resources with persons in need. These relations extend outward to affines and friends. Moreover, the successful

whaling captains on St. Lawrence Island, themselves usually patriclan leaders or leaders of clan segments, are responsible for storing huge quantities of the bowhead whales that are landed each year. Those portions are then redistributed to all members of both St. Lawrence Island villages at the annual whale festival each summer. At Unalakleet, the chief difference from Gambell is that the principal subsistence economic, economic, and social units are extended bilateral families.

Hunting, sharing, knowing the conditions of the environment, coping with those conditions, and managing personal and village affairs in a communitarian fashion in which maintenance of the environment and subsistence resources are the uppermost concern is the precise reason for which the villagers of Gambell requested ownership of St. Lawrence Island. They sought ownership and control of the island, through a federal trust relationship if necessary, rather than monetary remuneration from the Alaska Native Claims Settlement Act fund and the threat of going public and losing control of their corporation in 1991. The fears of 1971 when ANCSA was enacted have not abated and the provision to go public in 1991 is the precise reason for which Gambell natives have sought to drop the city form of government and the village corporation, while investing political and economic decision making in an IRA government with expanded authority. Indeed, during my first visit to Gambell in 1982 I was asked by the elected and appointed officials of the city government, the IRA government, and the village corporation the advantages of transferring land ownership and all other economic and political powers to the IRA government (and to federal trusteeship). I consulted Monroe Price, Dean of the Cardozo School of Law, Yeshiva University, and David Case, Attorney with Ziontz, Pirtle, et al, about the availability of such a move and passed the opinions on to the village authorities.

Gambell natives recognize the threats to their culture from federal law, as well as from the vagaries of weather and ice. They also recognize the threats posed by oil drilling, extraction, and transportation to their island, the naturally-occurring resources on which their culture is based and which sustain their lives, and to their limited sovereignty.

Unalakleet natives are equally cognizant of the threat posed to them by the public stock sales provision in ANCSA, to the consequences from becoming a secondary transportation hub for Norton Sound as oil operations increase, and to the consequences to the naturally-occurring resources on which their subsistence economy and cash economy is based from oil operations, increased growth and competition for those resources, and from the vagaries of nature.

Given the rigors of the Bering Sea-Norton Sound environments and the close connections between the Eskimo cultures of those areas and the harvests of naturally-occurring, renewable resources, the "Hold Harmless" agreement appears to be an ignorant and obtuse document. It surely doesn't qualify as a protection of the Eskimo way of life.

My central concerns are with sections (3)(a) and (b). The first three paragraphs of (3)(a), (1, 2, 3), are acceptable inasmuch as they specify that significant restrictions on harvests of naturally-occurring subsistence resources can be caused by the reduction of availability through decline, through alteration of their distribution or their location, or through delimitation of access by subsistence harvesters (extractors). These are measurable criteria, applicable to all Bering Sea-Norton Sound villages. There follows, however, a *non sequitur* in which "significant restrictions" are defined. By the "Hold Harmless" agreement, "significant restrictions" do not fit with the empirical reality of Eskimo subsistence and culture in the Being Sea-Norton

Sound area, hence the definition is a *non sequitur.* According to the authors of the agreement, significant restrictions shall not include "slight effect(s)" as opposed to "larger or substantial effects" on subsistence resources. Inasmuch as neither "slight" nor "larger or substantial" effects is defined, neither has an empirical referrent, neither is measurable, neither can be monitored. The issue, however, is the maintenance of the Eskimo subsistence life style and all that that phrase portends.

Our research demonstrates that low harvest disruptions are the norm throughout the Bering Sea-Norton Sound area. We have defined "low" levels of disruption. We have also defined "medium" levels of disruption. For example, at Unalakleet disruptions to combinations of three predominant staples and secondary food sources (any combination) for two consecutive seasons that render those resources inaccessible, or that destroy them after they are acquired satisfy the definition of a medium level of disruption. At Gambell, disruptions to two marine mammal species, or one marine mammal species and three other species, or six species other than marine mammals which render them inaccessible for two seasons of the year constitute medium level disruptions. Those definitions can be fitted with empirical data, hence can be monitored.

It is not known what the "Hold Harmless" agreement means by "slight effect(s)," but I presume it means something greater than the harvest disruptions that are experienced as the norm. If so, slight effects are, in fact, dire effects. And what, possibly, is meant by "large or substantial effects?" We define "high" levels of disruption for Unalakleet as disruptions which render inaccessible combinations of four predominant staples and secondary food sources throughout a year. Inasmuch as twelve of the sixteen types of naturally occurring resources on which Unalakleet natives rely are dependent on the sea, a major and protracted disruption to Norton Sound affecting some combination of four key sea mammals (seal oil, in par-

ticular, is eaten with virtually all preserved foods throughout the year), and/or fish, and/or waterfowl would have severe consequences for native subsistence regardless of the availability of land mammals, inland birds, and plants, and might affect tertiary food sources as well (marine invertebrates, roe-on-kelp, less exploited sea mammals). Noise from drilling might affect local availability of sea mammals, as might movement of oil barges, whereas a major oil spill, in conjunction with heavy and persistent storms through a winter, spring, summer, and fall, could affect access to resources, access to the spill area (perhaps ice locked and moving), deposition of oil in the tidal kelp, spawning migrations of anadramous species, haul-out areas for sea mammals, freezing of sea mammals, freezing of water fowl, inaccessibility of food for diving birds, and migratory routes for beluga and walruses.

At Gambell, "high" levels of disruption are defined as extending the conditions of a medium level through one more season. Gambell, then, so quintessentially dependent on a few major sea mammal species, would experience high level disruptions and crippling consequences in three seasons, rather than a full year as we forecast the case to be in Unalakleet. Indeed, high level disruption can be achieved even sooner if the Pacific walrus or any of the whale species are disrupted in the spring, or the three major seal species are jointly disrupted in the fall and winter.

The definitions of significant restrictions in the "Hold Harmless" agreements are meaningless. Yet, the applications of "significant restrictions" even though they are undefined and empirically unwarranted, are potentially pernicious. It is stated in (3)(b) that consequences shall mean losses of subsistence food or other physical subsistence resources. This, of course, is invalid logic inasmuch as there is no difference between "significant restrictions" and "consequences." Moreover, if the "Hold

Harmless" agreement were put into effect, we learn that consequences shall not include claims for psychological, cultural, religious, emotional, or similar losses. The losses referred to would be severe: deprivation of power, status, esteem, would surely follow from protracted slight, large or substantial effects on subsistence resources, assuming that our definitions of medium and high level disruptions are used to measure those disruptions. A quick perusal of the social and religious movement research literature will confirm this claim (see, for example, Aberle 1966, Jorgensen 1972, Mooney 1896). Kinship organizations will be altered as leaders can no longer provide for their kinspeople, affines, friends, and the elderly. Out migration may be required by families. Compulsory relocation inevitably has serious emotional, psychological, and cultural consequences for the relocatee (see Scudder and Colson 1982 for a summary of the research literature). Political and economic factionalism often results. And powerlessness generates a host of responses, too numerous to cite here. Eskimo longing for space and place, for their subsistence life style and the cultural rules which inform it and, at the same time, are based upon it, will be a deep problem. Yet, these "claims" are summarily dismissed by definition, just as significant restrictions shall not include slight disruptions by definition. The "Hold Harmless" agreement, if implemented, will be a travesty for Bering Sea-Norton Sound Eskimos, not simply their subsistence life styles.

The mitigations for large or substantial effects on subsistence resources are callous and incommensurable with the loss of naturally occurring species. Whales are treated as brothers, thanked for their gentleness and generosity, and shared in a festival of thanksgiving. In their place, the "Hold Harmless" agreement would substitute beef. Had the authors of the agreement an aggregate ounce of wit they might have poked in the history of federal

government-Indian relations for a culturally appropriate model for the substitution of beef for a naturally occurring subsistence resource on which a native people traditionally subsisted. For instance, at Rosebud and other Dakota reservations in the early 1880s, soon after the American bison population had been reduced from millions to about 1,500, and during the period when Dakota were restricted to their shrivelling reservations, the Indian were provided with rations of beef to replace the wanton destruction of the bison and the restriction of Indians from the chase. Indian agents had the idea of herding the cattle, which arrived on the hoof, to nearby hills, where they would be stampeded toward mounted Indians armed with pistols and short rifles (Pancoast 1883). Perhaps the "Hold Harmless" agreement could specify that beef would arrive on the hoof, dressed out with water wings. They could be dumped in the Bering Sea and the Gambell patriclan task groups could give chase in their 16′ skiffs.

/s/ JOSEPH G. JORGENSEN

Joseph G. Jorgensen
Professor
Program in Comparative
Culture and Social Science
University of California,
Irvine
Irvine, California 92717

Gillian Cannon, Notary Public

State of California)
County of Orange) ss.

On June 17, 1985, before me the undersigned, a Notary Public for the State of California, personally appeared Joseph G. Jorgensen, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

REFERENCES CITED

Aberle, David F.
1966 The Peyote Religion Among the Navajo. Chicago: Aldine

Jorgensen, Joseph G.
1969 Salish Language and Culture. Bloomington: Indiana University Language Monograph Series 9.
1972 The Sun Dance Religion. Chicago: University of Chicago Press
1980 Western Indians. San Francisco: W.H. Freeman & Co.

Jorgensen, Joseph G. et al
1978 American Indians and Energy Developments. Cambridge: Anthropology Resource Center

Jorgensen, Joseph G. ed
1984 American Indians and Energy Developments II. Boston: Anthropology Resource Center

Jorgensen, Joseph G. and Jean A. Maxwell
1984 Effects of Renewable Resource Harvest Disruptions on Socioeconomic and Sociocultural Systems: Norton Sound. Anchorage: Minerals Management Service Technical Report Number 90.

Jorgensen, Joseph G., Richard McCleary, and Steven McNabb
1985 "Social Indicators in Native Village Alaska." Human Organization 44: 3-20.

Little, Ronald L. and Lynn A. Robbins
1984 Effects of Renewable Resource Harvest Disruptions on Socioeconomic and Sociocultural Systems: St. Lawrence Island. Anchorage: Minerals Management Service Technical Report Number 89.

Luton, Harry
1984 Effects of Renewable Resource Harvest Disruptions on Socioeconomic and Sociocultural Systems: Beaufort Sea. Anchorage: Minerals Management Service Technical Report Number 91

Pancoast, Henry Spackman
1883 Impressions of the Sioux Tribe in 1882 With Some First Principles in the Indian Question. Philadelphia: Franklin Printing Company

Scudder, Thayer and Elizabeth Colson
1982 "Conclusion". In Art Hansen and Anthony Oliver-Smith, Involuntary Migration and Re-Settlement: The Problem and Responses of Dislocated Peoples.

AFFIDAVIT OF RONALD L. LITTLE

STATE OF ALASKA) ss.
THIRD JUDICIAL DISTRICT)

Ronald L. Little, being first duly sworn, deposes and states that:

1. My name is Ronald L. Little, and I reside at 481 Spring Creek Road, Providence, Utah 84322. My educational experience includes a B.S. in Psychology from the University of Utah (1963) and a Ph.D. in Sociology from the University of Oregon (1970).

2. I am an Associate Professor of Sociology, and serve as Assistant Department Head and Director of the Institute for Social Science Research on Natural Resources, Utah State University. My academic specialties are Research Methods and Statistics, Philosophy of Science, Ethnic Group Relations, and Sociology of Natural Resources.

3. My experience with the subsistence communities of Gambell and Savoonga includes serving as Senior Scientist, 1981-1984, Harvest Disruptions Study, John Muir Institute, conducted for Minerals Management Service, Anchorage, Alaska; 1984-1985, continuing research and writing on St. Lawrence Island, partially funded by College of Humanities, Arts and Social Sciences, and Department of Sociology, Utah State University.

4. At the request of James Bamberger, attorney for appellants, I have examined and evaluated the likely consequences of the "Hold Harmless Agreement" for the Eskimo residents of St. Lawrence Island. The Agreement was submitted to this court by Amoco Production Company, ARCO Alaska, Inc., and Exxon Corporation, the U.S. Department of Justice and the U.S. Department of Interior.

5. Before assessing the consequences of the agreement, certain logical and/or linguistic problems with the Agreement must be discussed. The first problem encoun-

tered has to do with the definitions used to articulate the intended meaning of the phrase "significant restrictions." The first three definitions of "significant restrictions" contained in paragraph 3 imply that any reduction in resource populations (¶3(a) (1)), and alteration in resource distributions which leads to a reduction in resource availability (¶3(a)(2)), or any limitation of access by subsistence harvesters (¶3(a)(3)) constitutes a "significant restriction." However, the last sentence of that same paragraph states that " 'Significant restrictions upon subsistence uses' shall not include 'slight effect[s] as opposed to large or substantial effects.' " Insofar as this fourth definition follows the first three difinitions, it must be assumed that the meaning of this definition supersedes the meanings contained in the first three definitions and that significant restrictions are limited to "large or substantial effects."

6. Even if such an assumption is made, the definitional problem is not resolved, for nowhere in the document are (a) slight, (b) large or (c) substantial effects defined. Without specific rules for quantifying these three levels of effects, any determination or evaluation of significant restrictions upon subsistence resources is dependent upon the whim and fancy of the observer/evaluator. *Compare* R. Little and L. Robbins, *Effects of Renewable Harvest Disruptions on Socioeconomic and Sociocultural Systems: St. Lawrence Island,* Alaska OCS Socioeconomic Studies Program, Technical Report No. 89 (June 1984) where we distinguished between low, medium and high level subsistence disruptions.

7. In addition to the absence of quantification rules for determining the levels of harvest restrictions, nowhere in the Agreement is the process for selecting an observer/evaluator specified, nor are the technical and/or professional qualifications of a person who is to be considered for such a position delineated.

8. Finally in this regard, the Agreement provides no mechanism or procedure for continued and regular monitoring of any significant restrictions upon subsistence uses. Without continuous scientific monitoring, any claims presented to the energy firms by Natives for relief under paragraph 5 of this Agreement become subject to dispute and could force St. Lawrence Islanders into more-or-less continuous litigation. Insofar as Island governments can ill-afford the financial burden of litigation, the Agreement places undue hardships upon all-too-scarce Island resources.

9. A second definitional problem is encountered with the definition of "consequences." As defined in paragraph 3(b) the term loses its traditional meaning: "Something that logically or naturally follows from an action." *The American Heritage Dictionary,* Second College Edition, Houghton Mifflin Company, (1982). In the Agreement consequence is transformed into "losses of subsistence foods." Agreement at ¶3(b). In essence, "consequence," as defined, becomes equivalent to "significant restrictions upon subsistence uses" and the first sentences of paragraphs 1 and 2 become non sequiturs.

10. Ignoring the logical and linquistic problems just discussed, paragraph 3(b) creates significant problems in any evaluation of the consequences (normal usage) of the Hold Harmless Agreement. As a result of the nominal definition introduced for the term consequences, paragraph 3(b) specifically excludes from consideration as "significant restrictions upon subsistence uses" all non-physical human ramifications. That is, any direct or indirect effects upon the culture or social structures of the St. Lawrence Island Native communities are considered by the Agreement to be irrelevant or trivial.

11. Furthermore, paragraph 5 states that any awards to Island residents as a result of subsistence harvest reductions will be paid in cash, rather than in kind. While at-

tempts have been made to place dollar values on subsistence resources (*see e.g.*, R. Wolfe, *Norton Sound/Yukon Delta Sociocultural Systems Baseline Analysis,* Alaska OCS Socioeconomic Studies Program, Technical Report No. 72 (October 1981)), such attempts are necessarily based upon assumptions unique to a capitalist economy, not necessarily upon scientific criterion. The Agreement thus reflects an extreme cultural bias, one that favors the ideological and economic structure of the dominant segment of American society. In a society such as that found on St. Lawrence Island, cash repayment for the loss of naturally recurring resource species will not be viewed by most residents as even a rough equivalence. From their point of view, it is impossible to conceive of such an equivalence. Money simply cannot replace the subsistence resource base. Money can ease the pain of physical hunger, but not cultural stress, or psychological pain. (In conversations this past week with Gambell residents a good deal of black humor was directed at the prospect of replacing the subsistence resource base with food stamps or MacDonald's restaurants. It was suggested that perhaps the food stamps could be made in the shape of walrus so that they would truly replace Native foods).

12. The Hold Harmless Agreement, while consistent with the prevailing worldview of contemporary American society, is at odds with the cultural preferences of Island Eskimos. From their perspective, it is impossible for them to be "Held Harmless." Even if the restrictive interpretation of the consequences of off-shore oil/gas activities is ignored, and it must not be ignored, the Agreement gives only the illusion of protecting Native interests. It is a unilateral declaration, not a bilateral agreement. It protects only the financial interests of the energy firms, protecting neither the subsistence economy nor the cultural interests of St. Lawrence Islanders.

13. The restrictions of paragraph 3(b) cannot, as already noted, be ignored. While the effects of hunger which would result from harvest disruptions must not be underestimated, neither can the cultural consequences of harvest disruptions be trivialized. Just as American society is organized around our economy, St. Lawrence Island society is organized around their subsistence economy. However, insofar as Native culture makes no meaningful distinction between economic and other activities, disruptions to the subsistence collection system have consequences far beyond what might be observed in non-Native society. Whereas participants in the dominant society frequently compartmentalize their lives into work and play categories, frequently working only in order to purchase recreational time, the holistic worldview of these Yup'ik speakers provides for no such compartmentalization (*see generally* Little and Robbins (1984)). Work and play are integrated and occupational colleagues, and same-sex friends and relatives are, for the most part, the same people.

14. While these Yup'ik-speaking Eskimos organize their activities around hunting, gathering, processing and distributing subsistence resources, the patriclan provides the organizing principle. Patriclans are non-local kin groups in which descent is determined through the male line. Inmarrying females are incorporated into the patriclan, while giving up membership in the clans of their birth. The eldest member of the clan, male or female, assumes leadership of the patriclan and provides advice on a wide range of issues from marriages, the naming of children and dispute resolution, to the determination of hunting practices and major purchase of subsistence equipment. With few exceptions hunting, fishing and gathering crews are organized around clan affiliations. Segments of the patriclans work and play together with great frequency as subsistence crews. Most generally these subsistence crews are

comprised of brothers and their own sons and/or nephews, i.e. clan segments. Summer fishing and gathering crews also include wives, daughters and nieces.

15. Disruptions in the availability and/or harvest of subsistence resources would alter these social structures in significant ways. As used here social structures refer to patterned behaviors, that is, repetitive behaviors among and between individuals. To the extent that harvests are disrupted, so are the associated behaviors. In less extreme cases, even though hunting activities may increase as crews attempt to equal past harvests in the face of a reduced resource base, the sharing network which is extensive and includes all Native residents of both Gambell and Savoonga would be altered. With less to share, there would be less sharing. As the reduction in sharing continued there would be deterioration in the network (*see* R. Little, and L. Robbins, *The Yup'ik Eskimos of St. Lawrence Island, Alaska: A Social Impact Assessment of Proposed Energy Development,* Chapter 8 in P. Savatsky (ed.), Social Impact Assessment Series, Westview Press, Summer 1985, for a more complete discussion of this process).

16. The longer and/or more extreme the disruption, the more devastating the results. As subsistence activities produce less and less, cash and credit resources are utilized to purchase foods to replace subsistence foods. While non-Native foods are consumed on St. Lawrence Island, there is an obvious preference for Native foods. Even the eating patterns are different when non-Native foods are consumed. Sitting around a common food tray on the floor is a pattern reserved only for eating Native foods.

17. As the reasons for interacting with other members of subsistence crews decrease as a result of disruptions, so do the number of interactions. With the latter comes an erosion of the social system. Furthermore, as cash and credit reserves dwindle, decisions to hunt may become less numerous for both psychological and financial reasons.

Regarding the former, learning theory would lead us to predict that decreased hunting successes leads to fewer decisions to hunt. In regard to the latter, money for gas and other supplies may not be available. Ultimately, a choice must be made: to hunt or purchase food from local stores (assuming that such food is even available).

18. In the most extreme instance of harvest disruptions resulting from off-shore oil/gas activities in the Bering Sea, an extended and extreme disruption, there would be a breakdown of the entire social system. In such an event, a vital culture would be lost as subsistence activities ceased to be replaced by welfare payments or out-migration to the mainland. The creation of a healthy cash economy on the Island in the absence of a resource base is a most unlikely event.

19. Because of the potential severity of harvest disruptions, the extended consequences of off-shore oil/gas activities cannot be ignored. The social consequences of energy development in the Bering Sea are at least equal in importance to the simple and direct physical consequences. But, like the physical consequences, it is conceptually impossible to create a "Hold Harmless Agreement." How does one compensate a people for the loss of a social system or an entire culture?

20. The Agreement, as it now stands, protects only the energy firms, even if the focus of the agreement is restricted to the direct physical impacts of harvest disruptions. If the equally important social and cultural consequences of harvest disruptions are considered, the Agreement is totally inadequate to the task of protecting a Native people and a way of life, a way of life that has continued uninterrupted since at least the time of Christ. *See* Little and Robbins, (1984). For these reasons, it is my expert opinion that the "Hold Harmless Agreement" filed with this court is completely inadequate and does not protect the Native people of St. Lawrence Island from pos-

sible adverse consequences resulting from exploration of the leases in Norton Sound and the Navarin Basin. Nor, given the particularities of Native life in and around the Bering Sea, can I contemplate any agreement which could effectively protect these people from the adverse consequences of oil and gas activities.

/s/ RONALD L. LITTLE
Ronald L. Little

SUBSCRIBED AND SWORN TO before me this 14 day of June, 1985.

DONALD COOPER
Notary Public in and for the
State of Alaska
My commission expires: 4/13/88

In the Supreme Court of the United States

No. 85-1239

AMOCO PRODUCTION COMPANY, ET AL., PETITIONERS

v.

VILLAGE OF GAMBELL, ALASKA, ET AL.

ORDER ALLOWING CERTIORARI. Filed June 2, 1986.

The petition herein for a writ of certiorari to the United States Court of Appeals for the Ninth Circuit is granted. This case is consolidated with 85-1406, *Donald P. Hodel, Secretary of the Interior, et al.* v. *Village of Gambell, et al.*, and a total of one hour is allotted for oral argument.

In the Supreme Court of the United States

No. 85-1406

DONALD P. HODEL, SECRETARY OF THE INTERIOR, ET AL., PETITIONERS

v.

VILLAGE OF GAMBELL, ET AL.

ORDER ALLOWING CERTIORARI. Filed June 2, 1986.

The petition herein for a writ of certiorari to the United States Court of Appeals for the Ninth Circuit is granted. This case is consolidated with 85-1239, *Amoco Production Company, et al.* v. *Village of Gambell, Alaska, et al.*, and a total of one hour is allotted for oral argument.

☆ U.S. GOVERNMENT PRINTING OFFICE: 1986—491-507/20521